

Agreement No. 05-194*

Please Note the Following Discrepancies

- 1. Annex A: Tab B should be the Standard ACSA Order Form; instead it consists of a page stating “Replace this page with Standard ACSA Form”.**
- 2. The List of Annexes notes that Annex E has Tabs A through F; however, there are also Tabs G and H.**

***Corrections to this agreement will be made at a later time.**

ACQUISITION AND CROSS-SERVICING AGREEMENT

(US-MR-01)

BETWEEN

THE DEPARTMENT OF DEFENSE

OF THE UNITED STATES OF AMERICA

AND

THE MINISTRY OF NATIONAL DEFENSE

OF THE ISLAMIC REPUBLIC OF MAURITANIA

Effective Date: 22 June 2005

1.

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OF THE UNITED STATES OF AMERICA
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PREAMBLE

The Department of Defense of the United States of America and the Ministry of National Defense of the Islamic Republic of Mauritania, hereinafter referred to as the Parties, desiring to further the interoperability, readiness, and effectiveness of their respective military forces through increased logistic cooperation, have resolved to conclude this Acquisition and Cross-Servicing Agreement (this Agreement).

ARTICLE I. PURPOSE

This Agreement is entered into for the purpose of establishing basic terms, conditions, and procedures to facilitate the reciprocal provision of Logistic Support, Supplies, and Services as that term is defined in Article II of this Agreement.

ARTICLE II. DEFINITIONS

1. As used in this Agreement and in any Implementing Arrangements which provide specific procedures, the following definitions apply:

a. Equal Value Exchange. Payment for a transfer conducted under this Agreement in which it is agreed that the Receiving Party shall replace Logistic Support, Supplies, and Services that it receives with Logistic Support, Supplies, and Services of an equal monetary value.

b. Implementing Arrangement. A written supplementary arrangement for Logistic Support, Supplies, and Services that specifies details, terms, and conditions to implement cross-servicing agreements effectively.

c. Invoice. A document from the Supplying Party which requests reimbursement or payment for specific Logistic Support, Supplies, and Services rendered pursuant to this Agreement and any applicable Implementing Arrangement.

d. Logistic Support, Supplies, and Services. Food, water, billeting, transportation (including airlift), petroleum, oils, lubricants, clothing, communication services, medical

services, ammunition, base operations support (and construction incident to base operations support), storage services, use of facilities, training services, spare parts and components, repair and maintenance services, calibration services, and port services. This term also includes the temporary use of general purpose vehicles and other nonlethal items of military equipment, where such lease or loan is permitted under the national laws and regulations of the Parties.

e. Order. A written request, in an agreed upon format and signed by an authorized individual, for the provision of specific Logistic Support, Supplies, and Services pursuant to this Agreement and any applicable Implementing Arrangement.

f. Receiving Party. The Party ordering and receiving support.

g. Replacement-In-Kind. Payment for a transfer conducted under this Agreement in which it is agreed that the Receiving Party shall replace Logistic Support, Supplies, and Services that it receives with Logistic Support, Supplies, and Services of an identical, or substantially identical, nature under agreed conditions.

h. Supplying Party. The Party providing support.

i. Transfer. Selling (whether for payment in currency, Replacement-In-Kind, or exchange of supplies or services of equal value), leasing, loaning, or otherwise temporarily providing Logistic Support, Supplies, and Services under the terms of this Agreement.

ARTICLE III. APPLICABILITY

1. This Agreement is designed to facilitate reciprocal logistic support between the Parties to be used primarily during combined exercises, training, deployments, operations, or other cooperative efforts, and for unforeseen circumstances or exigencies in which one of the Parties may have a need for Logistic Support, Supplies, and Services.

2. This Agreement applies to the provision of Logistic Support, Supplies, and Services from the military forces of one Party to the military forces of the other Party in return for either cash payment or the reciprocal provision of Logistic Support, Supplies, and Services to the military forces of the Supplying Party.

3. All activities of the Parties under this Agreement and any Implementing Arrangements shall be carried out in accordance with their respective national laws and regulations. All obligations of the Parties under this Agreement and any Implementing Arrangements shall be subject to the availability of funds for such purposes. Unless otherwise agreed in advance, a Party shall not place an Order and receive support under this Agreement and any Implementing Arrangement unless it has funds (or agreed-upon in-kind support) available to pay for such support. If a Party discovers that it does not have the funds to perform its obligations, it shall promptly notify the other Party who shall have the right to discontinue its provision of any support that was to be paid with such funds. This shall not affect the obligation of a Party to pay for support already

received.

4. The following items are not eligible for transfer under this Agreement and are specifically excluded from its coverage:

- a. weapon systems;
- b. major end items of equipment (except for the lease or loan of general purpose vehicles and other nonlethal items of military equipment where such lease or loan is permitted under the national laws and regulations of the Parties); and
- c. initial quantities of replacement and spare parts associated with the initial order of major items of organizational equipment; however, individual replacement and spare parts needed for immediate repair and maintenance services may be transferred.

5. Also excluded from transfer by either Party under this Agreement are any items the transfer of which is prohibited by its national laws or regulations. In accordance with U.S. law and regulation, the United States may not currently transfer the following items under this Agreement:

- a. guided missiles;
- b. naval mines and torpedoes;
- c. nuclear ammunition (including items such as warheads, warhead sections, projectiles, demolition munitions, and training ammunition);
- d. cartridge and propellant-actuated devices;
- e. chaff and chaff dispensers;
- f. guidance kits for bombs or other ammunition;
- g. chemical munitions or ammunition (other than riot-control agents);
- h. source, byproduct, or special nuclear materials, or any other material, article, data, or thing of value the transfer of which is subject to the Atomic Energy Act of 1954 (Title 42, United States Code, Section 2011, *et seq.*); and
- i. items of military equipment designated as Significant Military Equipment on the United States Munitions List (Part 121 of Title 22 of the U.S. Code of Federal Regulations) for temporary use (e.g., lease or loan).

ARTICLE IV. TERMS AND CONDITIONS

1. Each Party shall make its best efforts, consistent with national priorities, to satisfy requests from the other Party under this Agreement for Logistic Support, Supplies, and Services. However, when an Implementing Arrangement contains a stricter standard for satisfying such requests, the standard in the Implementing Arrangement shall apply.
2. Orders may be placed or accepted only by the Points Of Contact (POC), or designees, identified by the Parties in Annexes B through I of this Agreement. When military forces of the Islamic Republic of Mauritania require Logistic Support, Supplies, or Services outside the United States European Command, hereafter referred to as USEUCOM, Area of Responsibility, they may place orders directly with the cognizant POC or may seek the assistance of USEUCOM or a USEUCOM Component Command, to place an order with a non-USEUCOM POC.
3. An Implementing Arrangement under this Agreement may be negotiated on behalf of the U.S. Department of Defense by Headquarters, USEUCOM, the Headquarters of other United States combatant commands, or their designees. Implementing Arrangements may be negotiated on behalf of the Islamic Republic of Mauritania, Ministry of National Defense by the National Chief of Staff or his designee. Implementing Arrangements must identify POCs and their specific authorizations or limitations.
4. Prior to submitting a written Order, the ordering Party should initially contact the Supplying Party's POC by telephone, fax, or e-mail to ascertain availability, price, and desired method of repayment for required materiel or services. Orders must include all the data elements in Annex A, as well as any other terms and details necessary to carry out the transfer. Minimum essential data elements and a standard order form are attached at Annex A. The number of this Agreement, US-MR-01, should be annotated on all Orders and related correspondence.
5. Both Parties shall maintain records of all transactions.
6. The Receiving Party is responsible for:
 - a. arranging pickup and transportation of supplies acquired under this Agreement. This does not preclude the Supplying Party from assisting with loading supplies acquired under this Agreement onto the transportation conveyance.
 - b. obtaining any applicable customs clearance and arranging other official actions required by national customs regulations.
7. The individual designated by the Receiving Party to receive the Logistic Support, Supplies, and Services on behalf of the Receiving Party shall sign the standard order form (Annex A) in the appropriate block as evidence of receipt. If the standard order form is not available at the Supplying Party's point of issue, the individual receiving the Logistic Support, Supplies, and Services shall sign the receipt document provided by the Supplying Party as a substitute. The number of this Agreement, US-MR-01, shall be entered on the receipt document.

8. The Supplying Party shall be responsible for:

a. notifying the Receiving Party when and where Logistic Support, Supplies, and Services are available to be picked up; and

b. forwarding the signed receipt document to the POC authorized to accept Orders under this Agreement. The signed receipt document shall be attached to the original Order Form.

9. Logistic Support, Supplies, and Services received through this Agreement shall not be retransferred, either temporarily or permanently, to another country, international organization or entity (other than to officers, employees, or agents of the country whose military originally received the Logistics Support, Supplies, and Services) without the prior written consent of the Supplying Party, obtained through applicable channels.

ARTICLE V. REIMBURSEMENT

1. For transfers of Logistic Support, Supplies, and Services under this Agreement, the Parties shall agree for payment either by cash ("reimbursable transaction"), or by Replacement-In-Kind or an Equal Value Exchange (both of which are exchange transactions). The Receiving Party shall pay the Supplying Party as provided in either paragraph 1a. or paragraph 1b. of this Article.

a. Reimbursable Transaction. The Supplying Party shall submit Invoices to the Receiving Party after delivery or performance of the Logistic Support, Supplies, and Services. Both Parties shall provide for the payment of all transactions and each Party shall invoice the other Party at least once every three (3) months for all transactions not previously invoiced. Invoices shall be accompanied by necessary support documentation and shall be paid within ninety (90) days of the date prepared. Payment shall be made in the currency of the Supplying Party or as otherwise agreed in the Order. In pricing a reimbursable transaction, the Parties agree to the following reciprocal pricing principles:

(1) In the case of specific acquisition by the Supplying Party from its contractors on behalf of a Receiving Party, the price shall be no less favorable than the price charged the military forces by the contractor of the Supplying Party for identical items or services, less any amounts excluded by Article VI of this Agreement. The price charged may take into account differentials due to delivery schedules, points of delivery, and other similar considerations.

(2) In the case of transfer from the Supplying Party's own resources, the Supplying Party shall charge the same price charged its own military forces for identical Logistic Support, Supplies, and Services, as of the date delivery or performance occurs, less amounts excluded by Article VI of this Agreement. In any case where a price has not been established or charges are not made for one's own military forces, the Parties shall agree on a price in advance, reflecting reciprocal pricing principles, excluding charges that are precluded under these same reciprocal pricing principles.

b. Exchange Transaction. Exchange transactions may be by Replacement-In-Kind or Equal Value Exchange. The Receiving Party shall pay by transferring to the Supplying Party Logistic Support, Supplies, and Services that are agreed between the Parties to be identical (or substantially identical) or to be of equal monetary value to the Logistic Support, Supplies, and Services delivered or performed by the Supplying Party. When Equal Value Exchange is the agreed method of payment, prior to the provision of the requested support both Parties will agree, to the extent possible, on the goods and services that will be accepted for payment. The Receiving Party is responsible for arranging return transportation and delivery of the replacement Logistic Support, Supplies and Services to the location mutually agreed between the Parties at the time the order is signed. If the Receiving Party does not complete the exchange within the terms of a replacement schedule agreed to or in effect at the time of the original transaction, which may not exceed one year from the date of the original transaction, the transaction shall be deemed reimbursable and governed by paragraph 1a above, except that the price shall be established using actual or estimated prices in effect on the date replacement would otherwise have been due.

c. Establishment of Price or Value. The following pricing mechanisms are provided to clarify application of the reciprocal pricing principles. The price established for inventory stock materiel shall be the Supplying Party's stock list price. The price for new procurement shall be the same price paid to the contractor or vendor by the Supplying Party. The price for services rendered will be the Supplying Party's standard price, or, if not applicable, the costs directly associated with providing the services. Prices charged shall exclude all taxes and duties which the Receiving Party is exempted from paying under other agreements which the Governments of the Parties have concluded. Upon request, the Parties agree to provide information sufficient to verify that these reciprocal pricing principles have been followed and that prices do not include waived or excluded costs.

2. When a definitive price for the Order is not agreed to in advance, the Order, pending agreement on final price, shall set forth a maximum liability for the Party ordering the Logistic Support, Supplies, and Services. The Parties shall then promptly enter into negotiation to establish the final price.

3. POCs for payments and collections for each Party are identified in Annexes B through I to this Agreement.

4. The price for Logistic Support, Supplies, and Services under this Agreement shall not be higher than the price for the same Logistic Support, Supplies, and Services available under any other agreement between the Parties or their Governments.

ARTICLE VI. WAIVED OR EXCLUDED COSTS

Insofar as national laws and regulations permit, the Parties shall ensure that any readily identifiable duties, taxes, and similar charges are not imposed on activities conducted under this Agreement. The Parties shall cooperate to provide proper documentation to maximize tax and

customs relief. The provisions of any applicable tax and customs relief agreements shall also apply under this Agreement. The Parties shall inform each other whether the price charged for Logistic Support, Supplies, or Services includes taxes or duties. In determining whether duties, taxes and similar charges should be levied, the pricing principles in Article V, and in particular Article V, paragraph 1, subparagraph c, will govern the value of the Logistic Support, Supplies, or Services provided by the Supplying Party.

ARTICLE VII. SECURITY OF INFORMATION

It is the intent of the Parties that activities under this Agreement and any Implementing Arrangements be carried out at the unclassified level. Unless specifically authorized by separate written agreement or arrangement, no classified information or material shall be provided or generated under this Agreement or any Implementing Arrangements.

ARTICLE VIII. INTERPRETATION, AMENDMENTS, AND REVISION OF INFORMATION

1. Any disagreements regarding the interpretation or application of this Agreement, any Implementing Arrangements, or transactions executed hereunder shall be resolved through consultation between the Parties and shall not be referred to any international tribunal or third party for settlement.
2. Either Party may, at any time, request amendment of this Agreement by giving the other Party written notice. In the event such a request is made, the Parties shall promptly enter into negotiations. This Agreement may be amended only by written agreement between the Parties. Replacement of Annexes B through I, which list POCs, may be done by a Party transmitting the replacement annex to the other Party through diplomatic channels, without formal amendment of this Agreement.

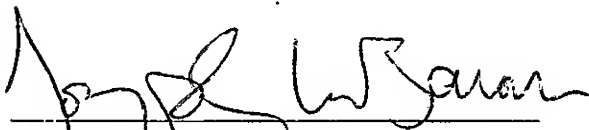
ARTICLE IX. ENTRY INTO FORCE AND TERMINATION

This Agreement, which consists of a Preamble, Articles I-IX, and Annexes A through I, shall enter into force upon the date of its signature. This Agreement shall remain in force unless terminated by the mutual consent of the Parties or by either Party giving not less than 180 days notice in writing to the other Party of its intent to terminate. Notwithstanding termination of this Agreement, all reimbursement obligations incurred pursuant to its terms shall remain binding on the responsible Party until satisfied.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective governments, have signed this Agreement.

DONE, in duplicate in English.

**FOR THE DEPARTMENT OF DEFENSE
OF THE UNITED STATES
OF AMERICA**

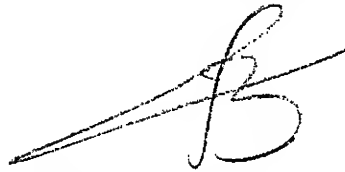


JOSEPH E. LeBARON
Ambassador
United States of America

at: NOUAKCHOTT

on: 22 JUNE 2005

**FOR THE MINISTRY OF NATIONAL
DEFENSE OF THE ISLAMIC
REPUBLIC OF MAURITANIA**



BABA OULD SIDI
Minister of Defense
Islamic Republic of Mauritania

at: NOUAKCHOTT

on: 22 JUNE 2005

LIST OF ANNEXES

ANNEX A – Ordering Information

TAB A – Minimum Essential Data Elements

TAB B – Standard ACSA Order Form

ANNEX B – The Islamic Republic of Mauritania POC Annex

ANNEX C – USCENTCOM POCs

TAB A – USCENTCOM

TAB B – USARCEN (Army)

TAB C – USNAVCENT (Navy)

TAB D – USCENAF (Air Force)

TAB E – USMARCENT (Marine Corps)

TAB F – SOCCENT (Special Operations)

ANNEX D – USPACOM/USFJ POCs

TAB A – USPACOM

TAB B – PACFLT (Navy)

TAB C – USARPAC (Army)

TAB D – MARFORPAC (Marines)

TAB E – PACAF (Air Force)

TAB F – SOCPAC (Special Operations Command)

TAB G – USFJ

TAB H – USARJ (Army)

TAB I – MARFORJ (Marines)

TAB J – USAFJ (Air Force)

TAB K – USFK

ANNEX E – USEUCOM POCs

TAB A – USEUCOM

TAB B – USAFE (Air Force)

TAB C – USAREUR (Army)

TAB D – USNAVEUR (Navy)

TAB E – USMARFOREUR (Marine Corps)

TAB F – SOCEUR (Special Operations)

ANNEX F – USJFCOM POCs

TAB A – USJFCOM

TAB B – ACC (Air Force)

TAB C – CDRLANTFLT (Navy)

TAB D – MARFORLANT (Marine Corps)

TAB E – FORSCOM (Army)

ANNEX G – USSOUTHCOM POCs

ANNEX H – USNORTHCOM POCs

ANNEX I – USTRANSCOM POCs

ANNEX A/TAB A

MINIMUM ESSENTIAL DATA ELEMENTS

- 1) Implementing Arrangement or support Agreement
- 2) Date of Order
- 3) Designation and address of office to be billed
- 4) Numerical listing of stock numbers of items, if any
- 5) Quantity and description of material/services requested
- 6) Quantity furnished
- 7) Unit of Measurement
- 8) Unit price in currency of billing country
- 9) Quantity furnished (6) multiplied by unit price (8)
- 10) Currency of billing country
- 11) Total Order amount expressed in currency of billing country
- 12) Name (typed or printed), signature, and title of authorized Ordering or requisitioning representative
- 13) Payee to be designated on remittance
- 14) Designation and address of office to receive remittance
- 15) Recipient's signature acknowledging service or supplies received on the Order or requisition or a separate supplementary document
- 16) Document number of Order or requisition
- 17) Receiving organization
- 18) Issuing organization
- 19) Transaction type

- 20) Fund citation or certification of availability of funds when applicable under Parties' procedures
- 21) Date and place of original transfer; in the case of an exchange transaction, a replacement schedule including time and place of replacement transfer
- 22) Name, signature and title of authorized acceptance official
- 23) Additional special requirement, if any, such as transportation, packaging, etc.
- 24) Limitation of government liability
- 25) Name, signature, date and title of Supplying Party official who actually issues supplies or services

ANNEX A/TAB B

Replace this page with Standard ACSA Form

ANNEX B

THE ISLAMIC REPUBLIC OF MAURITANIA POINTS OF CONTACT

ACSA ORDERING AND FINANCIAL RESPONSIBILITIES

The Islamic Republic of Mauritania agency responsible for **approving, placing, and accepting orders** is:

- a. Unit: National Chief of Staff, Director of Materiel
(Etat-Major National, Directeur du Matériel)
- b. Commercial Telephone: 00 222 525 8828
- c. 24 hour/after duty hours contact telephone: 00 222 525 8828
- d. Commercial Fax: 00 222 525 2393
- e. Mailing Address: Etat-Major National, B.P. 208, Nouakchott, Mauritania

The Islamic Republic of Mauritania agency responsible for **collecting and making payments** for support, supplies, and services is:

- a. Unit: National Chief of Staff, Director of Supply Corps
(Etat-Major National, Directeur de l'Intendance)
- b. Commercial Telephone: 00 222 525 8828
- c. Commercial Fax: 00 222 525 2393
- d. Mailing Address: Etat-Major National, B.P. 208, Nouakchott, Mauritania